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By [Signature]  
Chianti Appling/Quine Intellectual Property Law Group, P.C.

Attorney Docket No. 70-003300US

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

Xianqiang Li, et al.

Application No.: 10/057,828

Filed: January 24, 2002

For: LIBRARIES AND KITS FOR  
DETECTING TRANSCRIPTION FACTOR  
ACTIVITY

Examiner: Jon D. Epperson

Art Unit: 1639

SUBMISSION OF REVOCATION AND  
SUBSTITUTION OF POWER OF  
ATTORNEY UNDER 37 CFR §1.36

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

Please make of record the following enclosed documents regarding the above-identified application:

- 1) Revocation and Substitution of Power of Attorney Under 37 CFR §1.36
- 2) Statement Under 37 CFR 3.73(b)
- 3) Copy of Assignment Documents (1)

Respectfully submitted,

[Signature]

Stacy Landry, J.D., Ph.D.  
Reg. No. 42,779

QUINE INTELLECTUAL PROPERTY LAW GROUP, P.C.  
P.O. BOX 458  
Alameda, CA 94501  
(510) 337-7871  
Fax (510) 337-7877



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QUINE INTELLECTUAL PROPERTY LAW GROUP, P.C.

By \_\_\_\_\_

Chianti Appling

Attorney Docket No. 70-003300US

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:  
Xianqiang Li, et al.

Examiner: Jon D. Epperson

Application No.: 10/057,828  
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Art Unit: 1639

For: LIBRARIES AND KITS FOR  
DETECTING TRANSCRIPTION  
FACTOR ACTIVITY

REVOCATION AND SUBSTITUTION OF  
POWER OF ATTORNEY UNDER 37 CFR  
§ 1.36

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

Pursuant to 37 CFR § 1.36, Panomics, Inc. revokes all previous powers of attorney and hereby appoints the attorneys and agents at Customer Number 22798 to prosecute this application and transact all business in the Patent and Trademark Office connected therewith. The attorneys and agents at Customer Number 22798 include:

Jonathan Alan Quine, Ph.D., Reg. No. 41,261; Angela P. Horne, Reg. No. 41,079; Stephen J. LeBlanc, Reg. No. 36,579; Stacy M. Landry, Reg. No. 42,779; Paul Littlepage, Reg. No. 48,581; Gary Baker, Reg. No. 41,595; Monica Elrod-Erickson, Reg. No. 51,651 and Ed DesJardins, Reg. No. 51,162

Please direct all future correspondence regarding the subject application to  
CUSTOMER NUMBER 22798, that is:

QUINE INTELLECTUAL PROPERTY LAW GROUP, P.C.  
P.O. BOX 458  
Alameda, CA 94501  
(510) 337-7871/Fax (510) 337-7877

Xianqiang Li, et al.

Application No.: 10/057,828

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Panomics, Inc. is the Assignee of record of the entire interest (*Certificate under 37 CFR 3.73(b) is enclosed*)

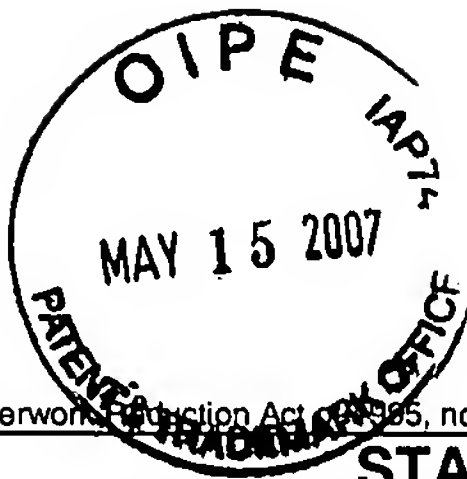
Panomics, Inc.

Date: 23 April 2007

By: 

Name: Frank Whitney

Title: President + CEO



Under the Paperwork Reduction Project Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

PTO/SB/96 (06-04)  
Approved for use through 07/31/2006. OMB 0651-0031  
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

### STATEMENT UNDER 37 CFR 3.73(b)

Applicant: Xianqiang Li, et al.

Application No.: 10/057,828

Filed: January 24, 2002

Entitled: LIBRARIES AND KITS FOR DETECTING TRANSCRIPTION FACTOR ACTIVITY

Panomics, Inc.

, a

corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership,  
university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of an undivided part interest

in the patent application identified above by virtue of either:

A. ☒ An assignment from the inventor(s) of the patent application identified above. The assignment was recorded in the Patent and Trademark Office at Reel \_\_, Frame \_\_, or for which a copy thereof is attached.

OR

B. ☐ A chain of title from the inventor(s), of the patent application identified above, to the current assignee as shown below:

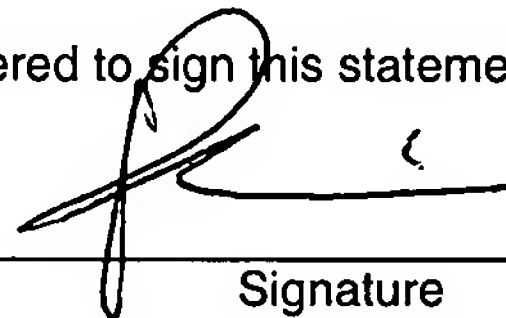
1. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the Patent and Trademark Office at  
Reel \_\_\_\_, Frame \_\_\_\_, or for which a copy thereof is attached.
2. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the Patent and Trademark Office at  
Reel \_\_\_\_, Frame \_\_\_\_, or for which a copy thereof is attached.
3. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the Patent and Trademark Office at  
Reel \_\_\_\_, Frame \_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet

☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the assignee.

23 April 2007  
Date

  
Signature

Frank Whitney  
Typed or printed name

President & CEO  
Title

## ASSIGNMENT OF APPLICATION

Docket Number 226757-707

Whereas, the undersigned:

1. LI, Xianqiang  
Palo Alto, CA
2. JIANG, Xin  
Saratoga, CA

hereinafter termed "Inventors", have invented certain new and useful improvements in

## LIBRARIES AND KITS FOR DETECTING TRANSCRIPTION FACTOR ACTIVITY

- ☒ for which an application for United States Patent was filed on 10/057,828, Application No. January 24, 2002  
☐ for which an application for a United States Patent was executed on \_\_\_\_\_, and

WHEREAS, Panomics, Inc., having a place of business at 2003 E. Bayshore, Redwood City, CA 94063, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below:

Date: 3/18/02  
Xianqiang LiDate: 3/18/02  
Xin Jiang

Date: \_\_\_\_\_

Date: \_\_\_\_\_